

RESTRICTIVE COVENANTS RELATING TO MEADOWBROOK POINT EXTENSION,  
A SUBURBAN SUBDIVISION LOCATED IN THE W $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  OF SECTION 9,  
TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH P. M., POTTAWATTAMIE  
COUNTY, IOWA.

KNOW ALL MEN BY THESE PRESENTS:

That Norman G. Scarvie and Agnes O. Scarvie, husband  
and wife, being the owners of real estate known as Meadowbrook  
Point Extension, a Suburban Subdivision in Pottawattamie County,  
Iowa, more particularly described as follows, to-wit:

Part of the W $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 9,  
Township 74 North, Range 43 West of  
the 5th P.M., more particularly described  
as follows: Commencing at the W $\frac{1}{2}$  corner  
of Section 9, Township 74, Range 43, thence  
East along the East-West centerline of  
Section 9 a distance of 3,277.46 feet, thence  
North with an interior angle of 90°02'30"  
along the East line of the West half of the  
SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 9, Township 74, Range 43,  
a distance of 833.0 feet, thence West with an  
interior angle of 89°57'30", a distance of 200.0  
feet to the point of beginning, thence continuing  
along this same line a distance of 150.0 feet,  
thence South with an interior angle of 90°02'30"  
a distance of 450.0 feet thence West with an  
included angle of 90°02'30" a distance of 50.0  
feet, thence South with an interior angle of  
90°02'30" a distance of 200.0 feet, thence  
East with an interior angle of 89°57'30" a  
distance of 200 feet, thence North with an  
interior angle of 90°02'30" a distance of  
650 feet to the point of beginning.

for the purpose of establishing a general building plan covering  
the said subdivision, for the protection of and benefit to the  
purchasers of lots in said subdivision, hereby declare that the  
following protective covenants shall apply to and restrict all  
of said lots in said subdivision as follows:

F. All lots described therein shall be known,  
described and used solely as residential lots and no structure  
shall be erected on the residential building lot other than one  
detached single family dwelling, not to exceed two stories in  
height and a one or two car garage. Said lots shall be used  
exclusively for residential purposes and no obnoxious or offensive  
trade or business shall be carried on or upon any lot, nor shall  
anything be done thereon which may be or become an annoyance or  
a nuisance to the subdivision.

2. No building shall be erected on any subdivision plot nearer than 40 feet to the front lot line, nor nearer than 15 feet to the side lot lines.

3. All buildings shall have either attached garage, carport or basement garage of either one or two car capacity.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

5. No construction of any building or dwelling shall be commenced without the written approval of the plans and specifications by these developers or their legally appointed agents. Upon receipt of such written approval, the exterior of such building or dwelling shall be completely finished within 120 days subsequent to the receipt of said approval.

6. In any case, no dwelling or building shall be permitted on any lot having a ground floor square foot area of less than 930 square feet, nor less than 750 square feet in the case of a one and one-half or two story structure.

7. In any case, no building shall be erected on any lot unless the design and location are in harmony with existing structures and locations in the tract, and does not violate any protective covenants, and the exterior of any dwelling or a pertinent structure shall be finished and painted to match the primary building.

8. The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and no lot shall be used for any purpose other than a residential use.

9. Titleholders of each lot may keep such domestic pets as permitted by law, but in no event shall more than two riding horses be permitted on any one lot, nor shall any pet be kept that is of a vicious nature or nuisance to the subdivision.

10. These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons

claiming under them until the year 1975, at which time, said covenants and restrictions shall be automatically extended for successive periods of ten years unless, by a vote of the majority of the then owners of the lots it is agreed to change, modify or amend any of the said covenants in whole or in part.

11. If any of the parties hereto, or any of them, whether heirs, devisees, or assigns, shall violate or attempt to violate any of the covenants or restrictions hereir before the year 1975, it shall be lawful for any other person or persons owning any of the lots in the said development or subdivision to prosecute any proceeding at law or in equity against such person, or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other expenses for such violation.

12. Invalidation of any one of these covenants, by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. By the acceptance of any deed of conveyance to any lot in said subdivision, the grantee or grantees thereof shall agree to uphold and comply with the foregoing restrictions and covenants, anything to the contrary in such deed to be of no force and effect.

DATED AT COUNCIL BLUFFS, IOWA, THIS 8 DAY OF

November, 1965.

Norman G. Scarvie  
Norman G. Scarvie

Agnes O. Scarvie  
Agnes O. Scarvie

STATE OF IOWA

POTTAWATTAMIE COUNTY ) SS

Now on this 8 day of November, 1965,  
before me, a Notary Public in and for said county and state, personally appeared Norman G. Scarvie and Agnes O. Scarvie, to me

known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

*A. M. Hatcher*  
NOTARY PUBLIC. *A. M. Hatcher*